



Transnet Freight Rail
an Operating Division of
TRANSNET LIMITED
(Registration No. 1990/000900/06)

REQUEST FOR QUOTE (RFQ)

RFQ NUMBER – CRAC- JHB- 6863

**CLEANING OF RAILWAY LEVEL CROSSING ALONG THE RAIL RESERVE FOR A
PERIOD OF 2 YEARS**

ISSUE DATE : 23 NOVEMBER 2010
BRIEFING DATE : 30 NOVEMBER 2010 @11:00 AM
NO 1 STATION STREET
MILSITE KRUGERSDORP
CLOSING DATE : 07 DECEMBER 2010 @ 10: AM
VALIDITY DATE : 08 MARCH 2011

Please note that late responses and those delivered or posted
to the incorrect address will be disqualified.

**CLOSING VENUE: (TENDER BOX) ALLOCATED AT
THE CHAIRPERSON TRANSNET FREIGHT RAIL, ACQUISITION COUNCIL,
GROUND FLOOR, INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOWN, JOHANNESBURG**

Respondent's Signature

1

Date and Company Stamp



SECTION 1

RFQ NUMBER – CRAC- JHB 6863

CLEANING OF RAILWAY LEVEL CROSSING ALONG THE RAIL RESERVE FOR A PERIOD OF 2 YEARS

SCHEDULE OF DOCUMENTS

Section

- 1. Notice to Bidders**
- 2. Background, Overview and Scope of Requirements**
- 3. Quotation Form**
- 4. Resolution of Board of Directors (Respondent's Representative)**
- 5. Certificate of Acquaintance with RFQ Documents**
- 6. Certificate of Attendance of Site Meeting / RFQ Briefing**
- 7. General Tender Conditions (CSS5 – Services)**
- 8. Standard Terms and Conditions of Contract (US7 - Services)**
- 9. Non-Disclosure Agreement**
- 10. Supplier Code of Conduct**
- 11. Supplier Declaration Form**

Respondent's Signature

2

Date and Company Stamp



SECTION 1

RFQ NUMBER – CRAC- JHB 6863

CLEANING OF RAILWAY LEVEL CROSSING ALONG THE RAIL RESERVE FOR A PERIOD OF 2 YEARS

NOTICE TO BIDDERS

1. Quotations are requested from interested / selected persons, companies, close corporations or enterprises (hereinafter referred to as the “**Respondent(s)**”) to supply the above-mentioned requirement to Transnet.

On or after 23 November 2010 the RFQ documents may be inspected at, and are obtainable from the office of Transnet Freight Rail, Tender Advice Centre, 21 Wellington Road, Ground Floor, Inyanda House 1, Parktown, Johannesburg.

A non refundable tender fee of R100.00 (VAT inclusive) is applicable per tender (listed below) - Payment is to be made to Transnet Freight Rail, Standard Bank Account number 203158598, Branch code 004805. The deposit slip must reflect RFQ: CRAC-KGG-6863 and the Company Name.

Receipt/s to be presented prior to collection of the tender/s.

A compulsory pre-Quotation site inspection will be conducted at number 1, Station street, Millsite, Krugersdorp on 30 November 2010 at 11H00

(Respondent to provide own transportation and accommodation).

Respondents failing to attend the compulsory briefing session will be disqualified.

Respondents without a valid RFQ document in their possession will not be allowed to attend the site meeting and/or briefing session.

The briefing session will start punctually at 11H00 and Respondents arriving late will not be accommodated.

Any additional information or clarification will be faxed or emailed to all potential Respondents, if necessary.

For specific queries before the closing of the RFQ, the following Transnet employee(s) may be contacted by email only:

Name : Beverley Ramaru 011 584 0611
Division : Supply Chain Services
Email : Beverley.ramaru@transnet.net

Respondent's Signature

3

Date and Company Stamp



2. Quotations in duplicate must reach the Tender Advise Box, before the closing hour on the date shown below, and must be enclosed in a sealed envelope which must have inscribed on the outside:

RFQ No	: CRAC-KGG 6863
Description	: Cleaning of railway level crossing along the rail reserve for a period of 2 years
Closing date and time	: 07 December 2010 @ 10:00 am
Closing address (refer options paragraph 4 below)	

4. **DELIVERY INSTRUCTIONS FOR THIS RFQ**

- 4.1 **If posted**, the envelope must be addressed to the Transnet Acquisition Council, and must be dispatched in time for sorting by the Post Office to reach the Secretary before the closing time of the RFQ. In the event of the late receipt of a Quotation, the Respondent's franking machine impression will not be accepted as proof that the response was posted in time.
- 4.2 **If delivered by hand**, the envelope is to be deposited in the TRANSNET tender box which is located at the Acquisition Counsel , and should be addressed as follows:

THE SECRETARY
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
GROUND FLOOR
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOW

The measurements of the "tender slot" are 500mm wide x 100mm high, and Respondents must please ensure that response documents or files are not larger than the above dimensions. Responses which are too bulky (i.e. more than 100mm thick) must be split into two or more files, and placed in separate envelopes.

- 4.3 **If dispatched by courier**, the envelope must be addressed as follows and delivered to the 21 Wellington road Inyanda House no 1 Parktown and a signature obtained from that Office.

THE SECRETARY
TRANSNET FREIGHT RAIL ACQUISITION COUNCIL
GROUND FLOOR
INYANDA HOUSE 1
21 WELLINGTON ROAD
PARKTOW

5. Please note that this RFQ closes punctually at **10:00 on 07 December (Tuesday)**.
6. If responses are not posted or delivered as stipulated herein, such responses will not be considered and will be treated as "UNRESPONSIVE."
7. NO EMAIL OR FACSIMILE RESPONSES WILL BE CONSIDERED.
8. The responses to this RFQ will be opened as soon as practicable after the expiry of the time advertised for receiving them.

Respondent's Signature

4

Date and Company Stamp



9. Transnet shall not, at the opening of responses, disclose to any other company any confidential details pertaining to the Quotations / information received, i.e. pricing, delivery, etc. The names and location of the Respondents will, however, be divulged to other Respondents upon request.
10. Envelopes must not contain documents relating to any RFQ other than that shown on the envelope. All envelopes must reflect the return address of the Respondent on the reverse side.
11. No slips are to be attached to the response documents. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 22 (*Alterations made by the Respondent to Tendered Prices*) of the General Tender Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFQ documents.
12. **BROAD-BASED BLACK ECONOMIC EMPOWERMENT (“BBBEE”)**

Transnet fully endorses and supports the Government’s Broad-Based Black Economic Empowerment Programme and it is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.

Transnet would therefore prefer to do business with local business enterprises who share these same values and who are prepared to contribute to meaningful BBBEE initiatives (including, but not limited to subcontracting and Joint Ventures) as part of their RFQ responses. Transnet will accordingly allow a “preference” in accordance with the 10% preference system, as per the Preferential Procurement Policy Framework Act, 5 of 2000 (as amended), to companies who provide a BBBEE Accreditation Certificate. All procurement and disposal transactions in excess of R30 000 (thirty thousand S.A. Rand) will be evaluated accordingly. All transactions below this threshold will, as far as possible, be set aside for Exempted Micro Enterprises (EMEs).

Consequently, when Transnet invites prospective suppliers to submit Quotations for its Services and services, it urges Respondents (Large Enterprises and QSE’s - see below) to have themselves accredited by any one of the various Accreditation Agencies available who do their BBBEE ratings in accordance with the **latest Codes (i.e. those promulgated on 9 February 2007)**.

Although no agencies have, as yet, been accredited by SANAS (South African National Accreditation System), Transnet will, in the interim, accept rating certificates of Respondents who have been verified by agencies who do their BBBEE ratings in accordance with the latest Codes as promulgated on 9 February 2007. This will be an interim arrangement only until such time as the SANAS List has been approved by the DTI. (Certificates are valid for a period of one year only).

12.1 Enterprises will be rated by such agency based on the following:

- (a) **Large Enterprises (i.e. annual turnover >R35 million):**
 - Rating level based on all seven elements of the BBBEE scorecard
- (b) **Qualifying Small Enterprises – QSE (i.e annual turnover >R5 million but <R35 million):**
 - Rating based on any four of the elements of the BBBEE scorecard
- (c) **Exempted Micro Enterprises – EME (i.e. annual turnover <R5 million):**
 - EMEs are exempted from BBBEE accreditation



- Automatic rating of Level 4 BBBEE irrespective of race of ownership, i.e. 100% BBBEE recognition
- Black ownership >50% or Black Women ownership >30% automatically qualify as Level 3 BBBEE, i.e. 110% BBBEE recognition
- EME's should only provide documentary proof of annual turnover (i.e. audited financials) plus proof of Black ownership if Black ownership >50% or Black Women ownership >30%

12.2 In addition to the above, Respondents who wish to enter into a Joint Venture or subcontract portions of the contract to BBBEE companies, must state in their RFQs the percentage, of the total contract value that will be allocated to such BBBEE companies, should they be successful in being awarded any business. A rating certificate in respect of such BBBEE JV-partners and / or sub-contractor(s), as well as a breakdown of the distribution of the aforementioned percentage must also be furnished with the RFQ response to enable Transnet to evaluate / adjudicate all RFQs received on a fair basis.

12.3 Respondents will be required to furnish proof of the above to Transnet. (i.e. a detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or proof of turnover in respect of EMEs). Failure to do so will result in a score of zero being allocated for BBBEE.

Turnover : Kindly indicate your company's annual turnover for the past year R.....

- If annual turnover <R5m, please attach audited financials.
- If annual turnover >R5m please attach an accreditation certificate issued by an Accreditation Agency, together with all the relevant score sheets pertaining thereto.

13. COMMUNICATION

Respondents are warned that a response will be liable to disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.

A respondent may, however, BEFORE THE CLOSING DATE AND TIME, direct any enquiries relating to the RFQ to the Transnet employee as indicated in clause 2 above, and may also at any time after the closing date of the RFQ, communicate with the Depot Engineer, at telephone number or fax no. on any matter relating to its RFQ response.

14. INSTRUCTIONS FOR COMPLETING THE RFQ

- (i) Sign one set of documents (sign and date the bottom of each page). This set will serve as the legal and binding copy. A duplicate set of documents is required. This second set can be a copy of the original signed Quotation.
- (ii) Both sets of documents to be submitted to the address specified above.
- (iii) The following returnable documents must accompany all Quotations:
 - Respondent's valid Tax Clearance Certificate.

15. COMPLIANCE

The successful Respondent (hereinafter referred to as the "Supplier") shall be in full and complete compliance with any and all applicable State and Local Laws and Regulations.

Respondent's Signature

6

Date and Company Stamp



16. ADDITIONAL NOTES:

- All returnable documents as indicated in the Quotation Form (Section 3) must be returned with the response
- Respondents are to note that Quotations in which firm prices are quoted for the duration of any resulting contract may receive precedence over prices which are subject to adjustment
- Changes by the Respondent to its submission will not be considered after the closing date
- The person or persons signing the Quotation must be legally authorised by the Respondent to do so (Refer Section 4). A list of those person(s) authorised to negotiate on your behalf (if not the authorised signatories) must also be submitted along with the Quotation together with their contact details.
- All prices must be quoted in South African Rands
- Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents and may wish to visit the Respondent's place of manufacture (works) during this process.

NB: Unless otherwise expressly stated, all Quotations furnished pursuant to this Request shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated. Transnet reserves the right to reject any or all offers.

17. DISCLAIMERS

Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. In particular, please note that Transnet reserves the right to:

- modify the RFQ's Services and request Respondents to re-bid on any changes
- reject any Quotation which does not conform to instructions and specifications which are detailed herein
- disqualify Quotations submitted after the stated submission deadline
- not necessarily accept the lowest priced Quotation
- reject all Quotations, if it so decides
- award a contract in connection with this Quotation at any time after the RFQ's closing date
- award only a portion of the proposed Services which are reflected in the scope of this RFQ
- split the award of the contract between more than one Supplier
- make no award of a contract

Kindly note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with this Quotation, whether or not the Respondent is awarded a contract.

18. LEGAL REVIEW

Any Quotation submitted by a Respondent is subject to review and negotiation of the proposed contract by Transnet's Legal Counsel.

Respondent's Signature

7

Date and Company Stamp

SECTION 2

RFQ NUMBER – CRAC- JHB 6863

CLEANING OF RAILWAY LEVEL CROSSING ALONG THE RAIL RESERVE FOR A PERIOD OF 2 YEARS

SCOPE OF REQUIREMENTS

CLEANING OF RAILWAY LEVEL CROSSING

PROJECT SPECIFICATION

CONTENTS

	TITLE	PAGE
1.	SCOPE OF WORK	1
2.	DEFINITION	1
3.	SUFFICIENCY OF TENDER	1
4.	COMPLIANCE WITH STATUTES	2
5.	GENERAL	2
6.	TO BE PROVIDED BY THE CONTRACTOR	2
7.	SCHEDULE OF QUANTITIES AND PRICES	2
8.	EVALUATION OF TENDERS	3
9.	SITE BOOKS	3
10.	SITE MEETINGS	3
11.	INFORMATION TO BE PROVIDED WITH TENDER	3
12.	METHOD OF VEGETATION CONTROL	3
13.	STANDARDS OF WORKMANSHIP	4
14.	PROGRAMME OF WORK	5
15.	PERFORMANCE MONITORING AND EVALUATION	6
16.	REMEDIAL WORK	6
17.	DAMAGE TO FAUNA AND FLORA	6
18.	CONTRACT PRICE ADJUSTMENT	7
19.	MEASUREMENT AND PAYMENT	8
20.	PENALTIES FOR LATE COMPLETION	8
21.	GUARANTEES	8

CLEANING OF RAILWAY LEVEL CROSSINGS

PROJECT SPECIFICATION

1. SCOPE OF WORK

1.1 This contract covers the control of vegetation at level crossings, including declared weeds, trees, bushes, shrubs, etc., by means of either mechanical and/or chemical herbicide methods. This work is to be done in the geographical area controlled by the **Depot Engineer, Krugersdorp**.

1.2 The essence of the contract is that Transnet Freight Rail requires clear visibility at the level crossings through the control of living vegetation and the management of dead remains, to the extent that areas treated in terms of the contract are free from any form of vegetation (dead or otherwise) which may obscure, hinder or interfere with operational activities, or have the potential to damage equipment or facilities.

1.3 The ways and means by which the above-mentioned results are obtained are the responsibility of the Contractor. Spoornet, however, shall have the right to monitor the materials and activities of the Contractor to ascertain that all procedures and herbicidal applications are in accordance with his/her tender.

1.4 The Contractor must obtain his/her own information regarding the extent, occurrence and the species of the vegetation over the work area. He/she must also determine the best method to control the vegetation.

2. DEFINITIONS

2.1 CONTROL

2.2 Control is achieved when all existing or potential growth of vegetation is cut to a maximum height of 300mm.

The constituent parts of all plants occurring within the area of treatment cease to exceed 300mm in height.

The constituent parts of all plants (dead or alive) cease to exceed 300mm in height for the total duration of the contract.

There are no dead or dry remains of any vegetation within the treated area, which may constitute a hazard, danger, or hindrance to Transnet personnel, equipment trucks or operations.

Control constitutes a process or situation where the control of vegetation at level crossings occurs on an **on-going basis** and not only at the time of measurement and payment inspections.

2.3 CLEAN LEVEL CROSSING

The successful control of vegetation at the railway level crossing, giving motorists clear vision to the left and right of the railway line for possible approaching rail traffic when stationed at stop/yield sign. see attached sketch , schedule of quantities .

Level crossings where control is required may be irregular in shape.

For inspection and payment purposes ,any growth taller than 300mm in any one of the four quadrants of a level shall result in that level crossing being rejected in its entirety .

2.4 DECLARED WEEDS

Declared weeds means category 1 plants and declared invader plants , category 2 and 3 plants ,proclaimed under the conservation of Agricultural Resources Act , Act no 43 of 1983 , including amendments (GN Regulation 280 of 30/30/2001) there to.

2.5 HERBICIDE TREATMENT

In the event that trees, bush or reeds are present in the treatment area then herbicide stump treatment must be used to treat this vegetation.

NB. Note that the herbicides must only used on stump treatment of trees ,reeds and on bushes , and the colourant must be added to the chemical ,it can be either blue, red or pink as long as it can be visible .The grass should only be cut , and not to be treated , to avoid erosion at Level Crossings .

3. SUFFICIENCY OF TENDER

3.1 Where herbicides are to be applied, the contract will only be awarded to a tender who has a proven record of wide experience in the application of herbicides in southern Africa.

3.2 A site Inspection Certificate (E4A) signed by the Technical officer or his/her deputy, must be submitted with the tender and the submission thereof will be deemed to indicate the Contractor's acquaintance with the occurrence and extent of species of vegetation to be controlled and all aspects that will and/or may affect such control and costs thereof.

4. **DURATION OF THE CONTRACT**

The work provides the control of vegetation for the period of two years (24 months) commencing on the date of notification of acceptance of tender.

5. COMPLIANCE WITH STATUTES

5.1 The Contractor shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authority regulations. The Contractor shall in particular, comply with the following Acts;

- a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
- b) The Hazardous Substance Act (Act 15 of 1973) as amended.
- c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984)(where applicable).
- d) The Environmental Conservation Act (Act 73 of 1989).
- e) SABS Code of Practice No. 0206-1985 “Safety procedures for the disposal of surplus pesticide and associated toxic waste”.
- f) Conservation of Agricultural resources Act (Act 43 of 1983) as amended.
- g) Common law of nuisance.
- h) Mountain Catchment Area Act (Act 63 of 1970).
- i) The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993).
- k) The Occupational Health and Safety Act (Act 85 of 1993)
- j) The National Veld and Forest Fire Act (Act 101 of 1989)

5.2 Where herbicide is used the Contractor’s authorised representative shall be a registered Pest Control Operator, specialising in the field of industrial weed control and registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947 as amended. In this case a registered Pest Control Officer shall be in direct control of work taking place on site.

5.3 GENERAL

Tenderers are required to tender for all the areas quoted in the schedule of quantities and prices , if possible the Transnet Freight Rail may conclude one or more contract as a result of this tender .

6. TO BE PROVIDED BY THE CONTRACTOR

6.1 In addition to all labour materials, plant equipment and incidentals needed to complete the work; the Contractor shall provide all accommodation and toilet facilities for his/her employees.

6.2 The Contractor shall provide safe and secure storage facilities for all herbicides or chemicals brought onto and in use on the site. Such facilities shall be capable of ensuring that unauthorised persons or animals cannot gain access to such chemicals.

The Contractor shall provide at his/her own cost any security measures he may deem necessary for safe and effective execution of the work within the contract area.

6.3 The Contractor shall appoint at each work site sufficient personnel whose sole task shall be to be on the lookout for approaching rail traffic. These employees shall operate an audible warning device to timeously warn all people on the work site of approaching traffic

6.4 All employees employed by the contractor shall wear reflective clothing during the execution of the work to enhance their visibility. **Only white flags may be used to alert the train drivers of the presence of people working.**

7. SCHEDULE OF QUANTITIES AND PRICES

7.1 The Schedule of quantities and prices depicts the km points of each level crossing per line code .The Contractor shall submit with his/her tender a complete and detailed priced schedule (prepared in black ink) for the Works.

7.2 The Tenderer shall price each item. If the Contractor has omitted to price any items in the schedule, the cost of the work included in such items will be held to be spread over and included in the prices given in the other items of work.

7.3 The quantities in the schedule of quantities and price are estimated and may be more or less than stated.

8. EVALUATION OF TENDERS

8.1 “Time value of money” methodology and principles will be used in evaluation of tenders.

8.2 Tenderers may submit alternatives to the methods of weed control described herein. Such alternatives as well as the materials, methods which the Contractor propose to use, programs and Transnet Freight Rail resources for the Contract, will be considered during evaluation of tenders.

9. SITE BOOKS

The Contractor shall provide a site instruction book and a daily diary at the site as directed by the Technical officer or his/her deputy for the duration of the contract.

9.2 The site instruction book shall only be used by the Technical officer or his/her deputy or appointed Transnet Freight Rail representative for issuing instructions to the Contractor.

9.3 The Contractor shall complete the daily diary and a detailed description of the work done shall be recorded on a daily basis. Neither of the books shall be removed from the site without the permission of the Technical officer or his/her deputy.

9.4 Only persons authorized in writing by the Technical officer or contractor may make entries in the site book.

10. SITE MEETINGS

The Contractor shall attend site meetings when required. These meetings will be held under the chairmanship of the Technical officer or his/her deputy or his/her deputy. When sub-contractors are required to attend, the Contractor shall ensure their attendance.

11. INFORMATION TO BE PROVIDED WITH TENDER

The Tenderer shall submit the following information at the time of tendering:

11.1 Full description of the plant, herbicides and methods of control to be used by him for all aspects of the work required ensuring performance as specified.

11.2 Whether the Tenderer intends to work on Saturdays, Sundays or statutory holidays or is prepared to work on such days if required to do so by Transnet Freight Rail.

11.3 Proof of inspection of all sites on the enclosed Site Inspection Certificate.

11.4 The Schedule of Quantities and Prices must be completed in full.

11.5 Where herbicides are to be used a copy of the certificate issued by the Department of Agriculture to certify that the Tenderer or his/her representative is a Pest Control Operator in terms of Act 36 of 1947.

12. METHOD OF VEGETATION CONTROL

12.1 The Contractor’s methods and program shall provide rapid and effective control in all level crossings, Techniques, programming and chemicals employed shall therefore be directed at this aim. The Contractor shall carry out immediate treatment of growth in all instances where rapid and effective control is not achieved during any period of the contract.

- 12.2 The is to ensure that there be no plants or any means of vegetation higher than 300mm at any of the level crossings from the commencement and through the entire duration of the contract.
- 12.3 Application methods shall, however, be entirely in accordance with the manufacturer's specifications and recommendations for safe and effective use of the herbicides or herbicide mixtures concerned.
- 12.4 Any deviation from the method of work submitted as per clause 12.1 by the Contractor shall be subject to the approval of the Technical officer or his/her deputy.
- 12.5 Where a chemical approach to vegetation control is followed, such an approach shall not lead to soil erosion taking place.
- Burning will not be allowed under any circumstances as a means of control. The making of fires on site is also strictly prohibited.

13. STANDARDS OR WORKMANSHIP

- 13.1 Standard of vegetation control for individual level crossing.

Vegetation control shall be such that there are no dry or dead remains of vegetation within the level crossing greater than 300mm in height that it constitutes a hazard, hindrance or danger to Transnet operations.

- 13.2 Manual removal of vegetation

For this contract, the contractor should timeously familiarize him/herself with the existing conditions of the sites and ensure that his/her tender price includes all work necessary to achieve the required control.

14. PROGRAMME OF WORK

- 14.1 The Contractor shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Manager or his/her deputy for approval full particulars thereof within 2 weeks from the date of notification by Transnet Freight Rail of the acceptance of this Tender.

Transnet Freight Rail requires the initial work to be completed within 6 weeks from the date of notification.

- 14.2 The particulars to be provided in respect of the Contractor's vegetation control programme shall include but not be limited to the following:
- 14.3 An assessment based on a proper site investigation of the nature and types of vegetation to be controlled in the contract area.
-

14.4 The appropriate methods and procedures to be implemented by him to achieve the standards of vegetation control required in terms of the contract.

14.5 The Contractor shall conduct regular site investigations and monitoring procedures for the purpose of:

- Ascertaining the nature of weed infestation and factors that could influence the work.
- Monitoring the standard of weed control achieved.
- Identifying any damage or hazards, which may have been caused by the weed control operation?
- Planning of timeous execution of remedial work where control is not being achieved.

14.6 The program shall be based on the quantities and number of level crossings in the Schedule of Quantities and Prices.

15. PERFORMANCE MONITORING AND EVALUATION

15.1 The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful control achieved over areas of completed application. He shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.

15.2 The Technical officer shall at any time during the term of the contract carry out routine inspections of the Contractor's performance methods and procedures.

15.3 The Technical officer will during each growth season carry out two official inspections of the work for the purpose of measuring progress and evaluating whether control, as defined, has been achieved. The inspection shall be performed visually and the contractor shall be present or forfeit his/her right to dispute the measurements and evaluation of the Technical Officer.

15.3.1 The first inspection shall be done at, or within 20 weeks after completion of the contractor's initial spraying program
And after he has notified the Technical Officer that he/she has inspected the work and that control has been achieved. This inspection may be brought forward but not by more than four weeks.

15.3.2 The second and final inspection of the season will be carried out at, or within 36 weeks after completion of the contractor's initial spraying programme and after he/she has notified the Technical Officer that he/she has inspected the work and that control has been achieved. This inspection may be brought forward but not by more than four weeks.

These inspections shall be performed visually and the Contractor shall be present or forfeit his/her right to dispute the measurements and evaluation of the Technical officer or his/her deputy.

15.4 The rejection of level crossings that do not comply with the standard of control for individual level crossings will be final and valid for that inspection

The rejection by the Technical officer or his/her deputy of work performance may be contested by the Contractor only at the time and place of rejection.

The rejection of the level crossing at a particular inspection shall remain final for that inspection for payment purposes, notwithstanding the fact that the Contractor may execute further remedial work in order to achieve control at further and final inspections.

16. REMEDIAL WORK

16.1 The Contractor shall carry out remedial work to all level crossings where control has not been achieved, prior to the official inspections. Such remedial work shall include the removal of dry or dead growth with any dimensions in excess of 300mm and forming a nuisance or hazard to Transnet Freight Rail operations

16.2 The Technical officer or his/her deputy may, at any time after the inspection, order the Contractor to carry out remedial action within 1 week after being so ordered, failing which the Technical officer or his/her deputy may arrange for such action to be carried out by others at the cost of the Contractor.

16.3 Hoeing (skoffel) will not be allowed on its own as a remedial action.

17. DAMAGE TO FAUNA AND FLORA

17.1 The Contractor shall ensure that his/her employees at all times exercise care and consideration for the fauna and flora within and adjacent to the area to be controlled. The Contractor shall take the presence of drainage works within yards or depots into account and shall ensure that no water-borne movement of herbicides is possible.

17.2 The Contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage crops, vegetation or property or be hazardous to humans or animals. The Contractor shall assume full responsibility for the efficiency and safety of whatever chemicals are used.

17.3 Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants.

The Contractor shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works.

Containers and residual material shall not be disposed of on Transnet property or as part of Transnet refuse.

The Contractor shall take particular note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.

18. CONTRACT PRICE ADJUSTMENT FORMULA

18.1 A contract price adjustment factor to be determined in accordance with the formula described in 18.2 will be applied to allow for all increases or decreases in costs, from any cause whatsoever, which may occur after the closing date of the submission of tenders and before the date of completion. **The factor shall be rounded off to six decimal places.**

18.2 The contract price adjustment factor shall be -

$$(1 - x) \left(0.20 \frac{Lt}{Lo} + 0.05 \frac{Pt}{Po} + 0.70 \frac{Mt}{Mo} + 0.05 \frac{Dt}{Do} - 1 \right) \quad \text{where } x = 0,15 \text{ and}$$

Lo, Po, Mo and *Do* are respectively labour, machinery, material and diesel fuel indices ruling for the calendar month four (4) months prior to closing date of the tender;

Lt, Pt, Mt and *Dt* are respectively labour, machinery, material and diesel fuel indices ruling for the calendar month four (4) months prior to the date of measurement.

18.3 The indices to be used shall be those for the Consumer Price Index and Production Price Index as obtained from the monthly Statistical News Release published by STATS South Africa.

. *Lo* and *Lt* shall be the labour indices for Metropolitan Areas (P0141.1 Table 21).

. *Po* and *Pt* shall be the average of the price indices of Non-Electrical Machinery multiplied by a equalizing factor of 1.00866 and Transport Equipment in the ratio of 1:1 (P0142.1 Table 10 item 2.16 and 2.21 respectively).

. *Mo* and *Mt* shall be the price indices of Chemical and Chemical herbicides used in table 10 of the P0142.1 item 2.11 Basic Chemicals

. *Do* and *Dt* shall be the price indices of "Diesel Oil - Witwatersrand" (P0142.1 Table 16).

18.4 When the value of an index at the time of calculation is not known the latest available index shall be used and any correction necessary shall be made by addition or subtraction in subsequent monthly payment certificates.

18.5 The amounts to be added to or subtracted from the monthly payment certificates shall be calculated by multiplying the amount certified for payment for that month (but excluding amounts not subject to price adjustment) by the contract price adjustment factor for that month.

Adjustment to measurements of previous months' quantities will be included in calculation of the amount certified for payment and will therefore be subject to the price adjustment factor of the current measurement month.

18.6 Any additions to or deductions from the amount payable, brought about by the application of the contract price adjustment factor, shall be deemed to have made full allowance for all increases or decreases in cost from any cause whatsoever, including all overhead costs as well as any increases and decreases therein, and profit.

18.7 Value added tax shall be excluded from individual payment item rates and price adjustment indices as it will be added to the total of the month's measurement, after price adjustment have been made in terms hereof.

19. MEASUREMENT AND PAYMENT

19.1 Payment will be based on the number of level crossings treated as instructed by Technical officer or his/her deputy and to which the Contractor successfully applied the vegetation control measures and has achieved the standard of control defined in clause 2.1.

19.2 No payment will be made for rejected level crossings where control achieved does not meet the standards of control specified.

19.3 Measurement and payment for the work will be made in 3 stages as follows:

19.3.1 After completion of cutting of all the level crossings the Technical Officer or his deputy and the contractor will measure the work performed on all the level crossing. The contractor will thereafter receive 50% of the rates tendered for all of the completed work.

A second measurement and evaluation will be made concurrent with the first official inspection conducted in accordance with clause 15.3.1 the contractor will thereafter receive a payment at 25% of the rates tendered for all the level crossing where control as specified has been achieved or clear signs are evident that control is in the process of being achieved.

19.3.2 A third measurement and evaluation will be made concurrent with the second official inspection conducted in accordance with clause 15.3.2. The Contractor there after receives payment of at 25% of the rates tendered for all the level crossings where control has been achieved.

19.3.3 The rates and prices tendered in the schedule of Quantities and prices are composite and shall be fully inclusive Of all the contractor costs in respect of establishment on site, labour, material, consumables, head Office overhead costs, the contractor's profit .for all the delay and consequential costs and for every- thing of whatever nature required of the contractor for completion of the work included in the contract.

20. PENALTIES FOR LATE COMPLETION

"Penalties for late completion" shall not apply to this contract.

21. GUARANTEES

Retention money (see clause 22 of Transnet 287 General Conditions) will not be deducted. Security, however, in the amount of ten percent of the total value of the contract may be required before any work is carried out.

Item	Km. Distance	Type	Area m ²	Price m ² year 1	Price Per Crossing (Year 1)	Price m ² year 2	Price Per Crossing (Year 2)	Total price per crossing (Year1 + Year2)
Krugersdorp-Mafikeng C02-L701								
1.001	7.00	Departmental	6524					
1.002	10.08	Private	7699					
1.003	11.61	Private	7699					
1.004	13.51	Public	7699					
1.005	14.70	Public	7274					
1.006	17.37	Public	7699					
1.007	18.46	Private	7699					
1.008	23.25	Departmental	6774					
1.009	24.92	Public	5349					
1.010	28.70	Private	3922					
1.011	30.40	Public	7274					
1.012	31.63	Public	5348					
1.013	35.13	Public	7699					

1.014	36.80	Private	7024					
1.015	38.74	Public	7699					
1.016	39.95	Private	7699					
1.017	41.70	Public	7699					
1.018	42.61	Private	7699					
1.019	44.21	Private	7699					
1.020	45.15	Private	7699					
1.021	45.75	Public	7699					
1.022	48.61	Private	7699					
1.023	49.70	Private	5348					
1.024	51.72	Private	4423					
1.025	52.29	Private	7024					
1.026	52.51	Private	7699					
1.027	53.00	Private	7699					
1.028	54.27	Public	7699					
1.029	56.00	Private	7699					
1.030	58.75	Private	7699					
1.031	61.49	Public	7699					
1.032	63.26	Private	7699					
1.033	63.76	Public	7699					
1.034	66.01	Private	7699					
1.035	66.82	Private	7699					
1.036	67.66	Private	7699					
1.037	69.25	Private	7699					
1.038	70.58	Private	7699					
1.039	72.86	Private	7699					
1.040	73.70	Private	7699					
1.041	75.06	Public	7699					
1.042	77.75	Private	7699					
1.043	79.16	Public	7699					
1.044	80.46	Private	7699					
1.045	82.89	Private	7699					
1.046	86.24	Private	6774					
1.047	87.35	Private	7699					
1.048	88.86	Private	7699					
1.049	90.51	Private	7699					
1.050	92.00	Private	7024					
1.051	94.59	Private	7699					
1.052	97.46	Public	7699					
1.053	99.35	Private	7699					
1.054	103.94	Private	7699					

1.055	105.04	Private	5749					
1.056	106.85	Public	7699					
1.057	108.80	Private	7699					
1.058	110.86	Private	7699					
1.059	112.26	Private	5098					
1.060	113.91	Public	6599					
1.061	117.17	Private	7699					
1.062	119.49	Private	4499					
1.063	124.66	Private	7699					
1.064	126.41	Private	7274					
1.065	127.23	Private	7699					
1.066	128.81	Private	6849					
1.067	129.89	Private	7699					
1.068	132.38	Private	7699					
1.069	132.95	Private	7699					
1.070	139.76	Private	6349					
1.071	141.18	Private	7024					
1.072	143.66	Public	7699					
1.073	145.15	Private	7699					
1.074	145.57	Private	6599					
1.075	146.08	Private	6774					
1.076	148.69	Private	7699					
1.077	149.80	Private	7699					
1.078	150.49	Private	7699					
1.079	151.07	Private	6774					
1.080	151.75	Private	7699					
1.081	152.80	Private	7274					
1.082	153.96	Private	7699					
1.083	154.86	Private	7699					
1.084	155.61	Private	7699					
1.085	156.60	Private	7699					
1.086	158.72	Private	7699					
1.087	159.54	Private	7699					
1.088	160.20	Private	7699					
1.089	160.69	Private	7699					
1.090	161.62	Departmental	7699					
1.091	163.12	Private	7699					
1.092	167.24	Public	7699					

1.093	168.20	Public	7699					
1.094	169.46	Public	7699					
1.095	169.67	Private	7699					
1.096	172.56	Private	5674					
1.097	175.18	Private	6599					
1.098	177.96	Private	6524					
1.099	180.01	Private	7274					
1.100	185.90	Private	7274					
1.101	186.76	Private	7699					
1.102	187.23	Private	7699					
1.103	187.58	Private	7699					
1.104	188.26	Private	5098					
1.105	189.34	Public	7699					
1.106	189.90	Departmental	5174					
1.107	191.91	Private	7699					
1.108	194.94	Public	3999					
1.109	196.13	Private	3170					
1.110	198.83	Private	7699					
1.111	202.70	Public	7699					
1.112	206.44	Departmental	5849					
1.113	213.59	Private	5097					
1.114	214.24	Private	3749					
1.115	215.89	Departmental	7699					
1.116	217.14	Public	7699					
1.117	217.61	Private	7699					
1.118	218.20	Private	5349					
1.119	219.70	Private	7699					
1.120	220.42	Public	7699					
1.121	220.96	Private	7699					
1.122	221.50	Private	6599					
1.123	225.14	Private	7699					
1.124	226.60	Private	7699					
1.125	230.00	Departmental	5348					
1.126	230.65	Private	7699					
1.127	232.89	Private	7274					

1.128	233.40	Private	7699					
1.129	234.26	Private	6249					
1.130	241.33	Private	7699					
1.131	242.43	Private	7699					
1.132	247.85	Private	7699					
1.133	249.31	Public	7699					
1.134	254.97	Public	6774					
1.135	256.46	Private	7699					
1.136	259.29	Private	7699					
1.137	260.81	Private	7699					
1.138	265.36	Public	7699					
			991464					
Randfontein-Bank			C02-L705					
2.001	20.85	Public	7699					
2.002	23.75	Public	7699					
2.003	27.55	Public	7699					
2.004	29.52	Public	7699					
2.005	37.44	Departmental	7699					
			38497					
Bank-Welverdiend			C02-L711					
3.001	42.20	Departmental	4599					
3.002	43.90	Public	4599					
3.003	46.70	Public	4599					
3.004	50.20	Departmental	4599					
3.005	61.50	Public	4599					
			22995					
Welverdiend-Potchefstroom			C02-L712					

4.001	67.45	Departmental	6199					
4.002	69.25	Private	6199					
4.003	72.40	Private	4999					
4.004	75.30	Public	6099					
4.005	76.60	Private	5249					
4.006	80.20	Private	6149					
4.007	83.60	Private	6149					
4.008	85.50	Private	5599					
4.009	87.08	Private	4449					
4.010	87.45	Private	5599					
4.011	89.00	Public	6149					
4.012	90.25	Public	6199					
4.013	91.50	Public	6199					
4.014	92.90	Private	6199					
4.015	94.25	Private	6199					
4.016	97.35	Private	6149					
4.017	99.35	Private	4999					
4.018	103.40	Private	5299					
			104084					
Veertienstrome- Pudimoe			C02- L742					
5.001	0.94	Departmental	5649					
5.002	2.38	Departmental	5649					
5.003	12.71	Private	6199					
5.004	14.24	Private	6199					
5.005	14.62	Departmental	6199					
5.006	14.64	Private	6199					
5.007	15.33	Public	6199					
5.008	16.27	Public	6199					
5.009	17.12	Departmental	6199					
5.010	27.12	Public	6199					
5.011	28.74	Public	6199					
5.012	31.58	Public	6199					
5.013	42.72	Public	6199					
5.014	44.94	Public	6199					
5.015	47.17	Public	6199					
5.016	49.40	Public	6199					

5.017	54.94	Public	6199					
5.018	57.17	Public	6199					
5.019	58.70	Public	6199					
5.020	60.36	Public	5649					
5.021	70.49	Public	6199					
5.022	76.07	Public	6199					
5.023	79.19	Public	6199					
5.024	86.91	Public	6199					
			147130					

Pudimoe-Vryburg			C02-L750					
6.001	92.66	Private	6199					
6.002	94.61	Private	6199					
6.003	97.64	Private	6199					
6.004	101.10	Private	6199					
6.005	102.73	Private	6199					
6.006	104.96	Public	6199					
6.007	107.54	Private	6199					
6.008	112.08	Private	6199					
6.009	114.35	Private	6199					
6.010	114.91	Private	6199					
6.011	117.17	Private	6199					
6.012	117.29	Public	6199					
6.013	118.61	Public	6199					
6.014	121.60	Private	6199					
6.015	124.61	Private	6199					
6.016	128.02	Public	6199					
			99187					

Vryburg-Mafikeng			C02-L751					
7.001	129.54	Departmental	7699					

7.002	132.71	Departmental	7699					
7.003	134.88	Private	7699					
7.004	136.56	Public	7699					
7.005	140.75	Private	7699					
7.006	141.43	Private	7699					
7.007	143.15	Private	7699					
7.008	145.82	Private	7699					
7.009	147.54	Public	7699					
7.010	148.23	Private	7699					
7.011	149.74	Private	7699					
7.012	151.41	Private	7699					
7.013	155.10	Public	7699					
7.014	156.52	Private	7699					
7.015	160.05	Private	7699					
7.016	162.49	Private	7699					
7.017	166.41	Public	7699					
7.018	169.63	Private	7699					
7.019	173.60	Private	7699					
7.020	174.94	Public	7699					
7.021	178.49	Public	7699					
7.022	182.21	Private	7699					
7.023	185.02	Private	7699					
7.024	191.82	Public	7699					
7.025	192.71	Public	7699					
7.026	195.82	Public	7699					
7.027	201.33	Public	7699					
7.028	212.07	Private	7699					
7.029	221.05	Public	7699					
7.030	222.67	Public	7699					
7.031	223.71	Public	7699					
7.032	224.14	Departmental	7699					
7.033	229.27	Private	7699					
7.034	231.82	Private	7699					
7.035	233.13	Private	7699					
7.036	236.55	Private	7699					
7.037	240.16	Private	7699					
7.038	242.45	Private	7699					
7.039	244.65	Public	7699					
7.040	245.20	Public	7699					
7.041	245.72	Departmental	7699					

7.042	246.00	Departmental	7699					
7.043	251.10	Public	7699					
7.044	256.00	Private	7699					
7.045	259.96	Public	7699					
7.046	264.71	Public	7699					
7.047	271.03	Public	7699					
7.048	275.96	Public	7699					
7.049	282.62	Public	7699					
			377268					
Mafikeng-Ramatlabama			C02-L752					
8.001	288.79	Public	7699					
8.002	292.75	Public	7699					
8.003	298.01	Private	7699					
8.004	305.70	Private	7699					
8.005	308.75	Private	7699					
8.006	309.35	Public	7699					
			46196					
Vermaas-Pudimoe			C02-L753					
9.001	41.27	Private	3949					
9.002	44.61	Public	4599					
9.003	46.58	Private	4599					
9.004	50.52	Public	4599					
9.005	56.68	Public	4599					
9.006	58.76	Public	4599					
9.007	59.16	Departmental	4599					
9.008	59.74	Public	4599					
9.009	61.34	Private	4599					
9.010	62.23	Private	4599					
9.011	64.32	Private	4599					
9.012	67.36	Private	4599					
9.013	69.63	Private	4599					
9.014	71.73	Public	4599					

9.015	76.13	Public	4599					
9.016	80.14	Private	4599					
9.017	83.14	Public	4599					
9.018	85.24	Public	4599					
9.019	86.06	Private	4599					
9.020	87.94	Private	4599					
9.021	90.28	Private	4599					
9.022	92.08	Private	4599					
9.023	92.62	Public	4599					
9.024	94.26	Private	4599					
9.025	97.91	Public	4599					
9.026	98.30	Public	4599					
9.027	98.68	Departmental	4599					
9.028	106.40	Public	4599					
9.029	107.68	Private	4599					
9.030	108.77	Private	4599					
9.031	110.50	Private	4599					
9.032	111.07	Private	4599					
9.033	115.32	Public	4599					
9.034	116.88	Private	4599					
9.035	121.53	Private	4599					
9.036	122.06	Departmental	4599					
9.037	124.13	Private	4599					
9.038	126.68	Private	4599					
9.039	128.64	Private	4599					
9.040	129.06	Private	4599					
9.041	130.54	Public	4599					
9.042	131.66	Private	4599					
9.043	133.97	Public	4599					
9.044	135.16	Private	4599					
9.045	136.89	Private	4599					
9.046	139.16	Public	4599					
9.047	144.39	Private	4599					
9.048	146.13	Private	4599					
9.049	147.03	Private	4599					
9.050	148.66	Private	4599					
9.051	149.74	Private	4599					

9.052	151.25	Private	4599					
9.053	151.96	Private	4599					
9.054	153.06	Private	4599					
9.055	154.40	Public	4599					
9.056	158.45	Public	4599					
9.057	159.56	Public	4599					
9.058	160.52	Public	4599					
9.059	164.55	Private	4599					
9.060	167.38	Private	4599					
9.061	168.51	Public	3798					
9.062	170.61	Private	4599					
9.063	174.08	Private	4599					
9.064	175.31	Private	4599					
9.065	176.90	Private	4599					
9.066	178.40	Private	4599					
9.067	179.69	Public	4599					
9.068	180.88	Private	4599					
9.069	184.34	Private	4599					
9.070	185.71	Private	4599					
9.071	187.18	Public	4599					
9.072	187.77	Private	4599					
9.073	189.75	Private	4599					
9.074	193.84	Private	4599					
9.075	195.79	Private	4599					
9.076	197.59	Private	4599					
9.077	201.20	Public	4599					
9.078	201.51	Departmental	4599					
9.079	204.73	Private	4599					
9.080	205.67	Departmental	4599					
9.081	206.71	Departmental	4599					
9.082	206.77	Private	4599					
9.083	208.48	Public	4599					
9.084	209.43	Public	4599					
9.085	213.69	Private	4599					
9.086	217.10	Private	4599					
9.087	218.52	Public	4599					
9.088	219.24	Public	4299					

9.089	220.59	Public	4599					
9.090	223.90	Departmental	3299					
9.091	224.33	Public	4099					
9.092	225.68	Public	4599					
9.093	226.60	Public	4599					
			424148					
Makwassie-Vermaas			C02- L754					
10.001	0.72	Public	4599					
10.002	2.23	Public	4599					
10.003	3.21	Private	4599					
10.004	4.44	Private	4599					
10.005	6.27	Public	4599					
10.006	6.74	Private	4599					
10.007	7.51	Private	4599					
10.008	8.96	Private	4599					
10.009	10.24	Private	4599					
10.010	14.27	Public	4599					
10.011	16.42	Public	4599					
10.012	18.25	Public	4599					
10.013	21.38	Private	4599					
10.014	22.73	Private	4599					
10.015	26.02	Private	4599					
10.016	28.32	Private	4599					
10.017	29.85	Private	4599					
10.018	31.63	Private	4599					
10.019	37.08	Private	4599					
10.020	38.88	Private	4599					
10.021	40.91	Public	4599					
10.022	42.13	Private	4599					
10.023	43.06	Private	4599					
10.024	44.75	Private	4599					
10.025	46.63	Public	4599					
10.026	50.61	Private	4599					
10.027	53.15	Public	4599					
10.028	53.95	Private	4599					
10.029	54.50	Private	4599					
10.030	55.96	Private	4599					

10.031	59.74	Private	4149					
10.032	60.85	Departmental	4599					
10.033	61.70	Public	4599					
10.034	62.79	Public	4599					
10.035	65.14	Private	4299					
10.036	65.73	Private	4599					
10.037	67.93	Private	4599					
10.038	68.56	Private	4599					
10.039	70.08	Public	4599					
10.040	70.60	Private	4599					
10.041	71.83	Private	4599					
10.042	72.67	Public	4599					
10.043	74.27	Public	4599					
10.044	74.75	Public	4599					
10.045	78.43	Public	4599					
10.046	81.03	Public	4599					
10.047	81.98	Public	4599					
10.048	84.24	Public	4599					
10.049	84.91	Private	4599					
10.050	85.46	Private	4599					
10.051	85.73	Private	4599					
10.052	86.30	Private	4599					
10.053	87.93	Private	4599					
10.054	89.30	Private	4599					
10.055	89.45	Public	4599					
10.056	90.13	Private	4599					
10.057	91.44	Private	4599					
10.058	92.83	Private	4599					
10.059	93.67	Private	4599					
10.060	94.31	Private	4599					
10.061	95.65	Departmental	4599					
			279784					
Coligny-Vermaas			C02-L755					
11.001	0.64	Departmental	4599					
11.002	1.89	Public	4599					
11.003	3.07	Private	4599					
11.004	12.37	Public	4599					

11.005	13.16	Public	4599					
11.006	14.87	Public	4599					
11.007	15.54	Private	4599					
11.008	18.18	Private	4599					
11.009	19.72	Private	4599					
11.010	20.84	Private	4599					
11.011	22.43	Private	4599					
11.012	22.80	Private	4599					
11.013	25.64	Private	4599					
11.014	27.51	Departmental	4599					
11.015	28.76	Private	4599					
11.016	30.65	Private	4599					
11.017	30.81	Private	4599					
11.018	31.40	Private	4599					
11.019	32.36	Private	4599					
11.020	33.62	Private	4599					
11.021	34.44	Private	4599					
11.022	35.60	Private	4599					
11.023	37.93	Private	4599					
			105775					
Welverdiend-Coligny				C02- L756				
12.001	2.13	Public	4599					
12.002	5.67	Private	4599					
12.003	7.69	Private	4599					
12.004	8.25	Private	4599					
12.005	13.64	Departmental	4599					
12.006	14.35	Private	4299					
12.007	14.52	Private	4599					
12.008	18.71	Private	4599					
12.009	19.02	Departmental	4599					
12.010	19.32	Departmental	4599					
12.011	24.70	Private	4599					
12.012	25.88	Public	4599					
12.013	27.44	Public	4599					
12.014	28.07	Private	4599					
12.015	28.79	Private	4299					
12.016	29.34	Private	4599					

12.017	29.71	Private	4599					
12.018	30.49	Public	4599					
12.019	30.72	Public	4599					
12.020	31.31	Private	4599					
12.021	32.76	Private	4599					
12.022	34.77	Private	4599					
12.023	37.52	Private	4299					
12.024	42.94	Private	3999					
12.025	43.75	Public	4449					
12.026	48.98	Private	4599					
12.027	49.60	Public	3799					
12.028	52.91	Private	4599					
12.029	54.13	Private	4599					
12.030	54.79	Private	4149					
12.031	55.43	Private	4599					
12.032	59.12	Public	4599					
12.033	61.45	Private	4599					
12.034	65.34	Departmental	4599					
12.035	66.24	Departmental	4599					
12.036	70.59	Public	4599					
12.037	74.67	Private	4599					
12.038	76.50	Private	4599					
12.039	77.89	Private	4599					
12.040	80.72	Private	4599					
12.041	83.21	Private	4599					
12.042	84.61	Private	4599					
12.043	85.27	Public	4599					
12.044	87.25	Public	4599					
12.045	89.00	Private	4599					
12.046	92.11	Private	4599					
12.047	93.72	Private	4599					
12.048	94.09	Private	4599					
12.049	95.16	Private	4599					
12.050	96.97	Private	4599					
12.051	98.78	Departmental	4599					
12.052	100.31	Private	4599					
			236243					

Coligny-AngloAlpha **C02-**

L757

13.001	0.51	Public	6199					
13.002	1.18	Private	6199					
13.003	7.69	Private	6199					
13.004	9.70	Private	6199					
13.005	10.06	Private	5149					
13.006	11.19	Private	6199					
13.007	14.52	Public	6199					
13.008	18.75	Private	6199					
			48544					

AngloAlpha-Lichtenburg

C02-L758

14.001	21.24	Private	6199					
14.002	21.27	Private	6199					
14.003	22.85	Departmental	6199					
14.004	24.24	Private	6199					
			24797					

Klerksdorp-Ottosdal

C02-L759

15.001	8.17	Public	4599					
15.002	11.76	Public	4599					
15.003	14.78	Public	4599					
15.004	15.30	Departmental	4599					
15.005	17.08	Private	4599					
15.006	19.27	Private	4599					
15.007	20.11	Public	4599					
15.008	20.71	Private	4599					
15.009	21.41	Private	4599					
15.010	21.99	Departmental	4599					
15.011	22.82	Private	4599					
15.012	23.44	Private	4599					
15.013	24.68	Public	4599					
15.014	25.36	Private	4599					
15.015	26.05	Private	4599					

15.016	28.00	Private	4599					
15.017	30.31	Private	4599					
15.018	31.49	Public	4599					
15.019	31.70	Private	4599					
15.020	32.39	Private	4599					
15.021	32.59	Private	4599					
15.022	33.14	Private	4599					
15.023	33.75	Private	4599					
15.024	34.22	Private	4599					
15.025	34.57	Private	4599					
15.026	35.40	Private	4599					
15.027	37.11	Private	4599					
15.028	38.45	Private	4599					
15.029	38.69	Private	4599					
15.030	38.99	Private	4599					
15.031	39.89	Private	4599					
15.032	40.97	Private	4599					
15.033	42.29	Private	4599					
15.034	43.07	Public	4599					
15.035	43.08	Private	4599					
15.036	44.23	Private	4599					
15.037	46.43	Public	4599					
15.038	47.24	Public	4599					
15.039	48.53	Private	4599					
15.040	48.79	Public	4599					
15.041	49.62	Private	4599					
15.042	50.63	Private	4599					
15.043	51.22	Private	4599					
15.044	51.90	Public	4599					
15.045	52.18	Private	4599					
15.046	53.36	Private	4599					
15.047	54.29	Private	4599					
15.048	55.04	Private	4599					
15.049	55.06	Private	4599					
15.050	56.49	Private	4599					
15.051	58.23	Private	4599					
15.052	59.04	Private	4599					
15.053	60.14	Private	4599					
15.054	61.06	Private	4599					
15.055	62.43	Public	4599					
15.056	63.44	Public	4599					

15.057	65.33	Private	4599					
15.058	65.80	Private	4599					
15.059	66.99	Private	4599					
15.060	67.74	Public	4599					
15.061	68.34	Private	4599					
15.062	70.30	Private	4599					
15.063	71.18	Private	4599					
15.064	71.22	Private	4599					
15.065	71.31	Private	4599					
15.066	71.78	Private	4599					
15.067	72.29	Private	4599					
15.068	73.07	Private	2998					
15.069	73.58	Private	4299					
15.070	74.93	Public	4599					
15.071	75.46	Public	4599					
			324622					
Orkney-Veertienstrome				C02-L761				
16.001	14.80	Public	6199					
16.002	15.92	Private	6199					
16.003	17.86	Private	6699					
16.004	18.98	Private	6699					
16.005	20.07	Private	6699					
16.006	21.36	Private	6524					
16.007	22.18	Private	6699					
16.008	23.09	Departmental	5649					
16.009	23.53	Private	6349					
16.010	25.43	Private	6199					
16.011	29.27	Public	6199					
16.012	32.34	Private	7024					
16.013	33.37	Departmental	6699					
16.014	36.76	Private	7024					
16.015	42.96	Private	7024					
16.016	45.09	Public	6524					
16.017	47.39	Private	6599					
16.018	50.49	Private	6199					
16.019	52.86	Private	6199					
16.020	55.12	Private	6699					

16.021	55.78	Departmental	6699					
16.022	57.01	Private	6699					
16.023	65.02	Private	6849					
16.024	66.38	Private	6774					
16.025	66.84	Departmental	6699					
16.026	70.03	Private	6599					
16.027	71.43	Public	7349					
16.028	74.98	Private	6199					
16.029	76.16	Private	6199					
16.030	78.30	Departmental	7024					
16.031	79.55	Public	7024					
16.032	81.57	Public	6199					
16.033	82.44	Private	5899					
16.034	87.76	Private	5499					
16.035	95.00	Public	6199					
16.036	97.89	Private	6199					
16.037	100.57	Private	6199					
16.038	103.50	Private	6699					
16.039	104.89	Public	6699					
16.040	107.13	Private	6199					
16.041	111.68	Departmental	6699					
16.042	113.62	Private	6699					
16.043	115.40	Private	6699					
16.044	118.73	Public	6199					
16.045	122.58	Departmental	6199					
16.046	124.14	Private	6199					
16.047	128.41	Private	6699					
16.048	130.14	Private	6199					
16.049	132.31	Private	6199					
16.050	133.77	Private	6199					
16.051	137.70	Private	6699					
16.052	139.12	Private	6699					
16.053	148.10	Private	6699					
16.054	150.15	Private	6199					
16.055	152.35	Private	6199					
16.056	153.27	Private	6199					
16.057	153.29	Private	6199					
16.058	154.76	Private	6199					
16.059	155.60	Private	6199					
16.060	156.87	Private	6699					
16.061	157.98	Private	6699					

16.062	158.60	Private	6699					
16.063	159.10	Private	6699					
16.064	159.89	Private	6699					
16.065	161.19	Private	6599					
16.066	161.96	Private	6199					
16.067	162.42	Private	6199					
16.068	164.93	Private	6199					
16.069	165.44	Private	6199					
16.070	166.37	Private	6199					
16.071	169.50	Public	6274					
16.072	170.82	Public	6699					
16.073	173.33	Private	6349					
16.074	175.81	Private	6199					
16.075	177.55	Private	6199					
16.076	178.73	Private	6199					
16.077	180.98	Private	6699					
16.078	182.69	Private	6699					
16.079	185.04	Private	6199					
16.080	200.07	Private	6199					
16.081	201.47	Private	6199					
16.082	203.47	Public	6199					
16.083	207.09	Private	6699					
16.084	208.95	Private	6199					
16.085	209.46	Private	6199					
16.086	210.35	Private	6199					
16.087	213.56	Private	6699					
16.088	215.31	Public	6699					
16.089	220.47	Private	6199					
16.090	225.88	Private	6199					
16.091	227.91	Private	6699					
			586304					
Orkney-Klerksdorp				C02-				
				L771				
17.001	4.19	Departmental	6699					
17.002	5.59	Private	6699					
17.003	6.62	Public	7674					
17.004	6.98	Private	5849					
17.005	8.99	Private	6699					

			33621					
Crescent-Klerksdorp			C02-L795					
18.001	112.04	Public	7274					
18.002	118.85	Public	6699					
18.003	131.65	Private	6699					
			20673					

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SECTION 3

RFQ NUMBER – CRAC- JHB 6863

CLEANING OF RAILWAY LEVEL CROSSING ALONG THE RAIL RESERVE FOR A PERIOD OF 2 YEARS

QUOTATION FORM

I/We _____

(name of company, close corporation or partnership)

of (full address) _____

carrying on business under style or title of (trading as)

represented by _____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, as the case may be, dated _____ a certified copy of which is annexed hereto, hereby offer to supply the above-mentioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the accompanying letter(s) reference _____ and dated _____ (if any) and the documents listed in the accompanying schedule of RFQ documents.

I/We agree to be bound by those conditions in Transnet's:

- (i) Standard Terms and Conditions of Contract, Form No. US7 - Services;
- (ii) General Tender Conditions, Form CSS5 – Services; and
- (iii) any other standard or special conditions mentioned and/or embodied in the Request for Quotation form; and;-

I/We accept that unless Transnet should otherwise decide and so inform me/us in the facsimile or letter of acceptance, this Quotation (and, if any, its covering letter and any subsequent exchange of correspondence), together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

Should Transnet decide that a formal contract should be signed and so inform me/us in the facsimile or letter of acceptance, this Quotation (and, if any, its covering letter and any subsequent exchange of correspondence) together

with Transnet's letter of acceptance/intent, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Services within 4 (four) weeks, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Quotations afresh and/or having to accept any less favourable Quotation.

I/We accept that any contract resulting from this offer will be for a period of as and when required only; and agree to a penalty clause to be negotiated with Transnet, which will allow Transnet to invoke a penalty (details to be negotiated) against us should the delivery of the Services be delayed due to non-performance by us.

The law of the Republic of South Africa shall govern the contract created by the acceptance of this RFQ. The *domicillium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder, the name of their accredited agent in the Republic of South Africa who is empowered to sign any contract which may have to be entered into in the event of their Quotation being accepted and to act on their behalf in all matters relating to the contract.

Respondent to indicate *domicillium citandi et executandi* hereunder:

NOTIFICATION OF AWARD OF RFQ

As soon as possible after approval to award the contract/s, the successful Respondent (the Supplier) will be informed of the acceptance of its Quotation. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier and the reason as to why their Quotations have been unsuccessful, for example, in the category of price, delivery period, quality, BBBEE status or for any other reason.

VALIDITY PERIOD

Transnet desires a validity period of 3 (three) months (from closing date) against this RFQ. It should be noted that Respondents may offer an earlier validity period, but that their Quotations may be disregarded for that reason. Should Respondents be unable to comply with this validity period, an alternative validity period must be stated hereunder:

This RFQ is valid until _____ (State alternative validity period/date).

TAX (VAT) REGISTRATION NUMBER

The Respondent must state hereunder the tax registration number which is applicable to Value-Added Tax:

TAX CLEARANCE CERTIFICATE

Respondents are required to forward a valid copy of their company's Tax Clearance Certificate with their Quotation.
Indicate tax clearance certificate expiry date: _____

BANKING DETAILS

BANK: _____
BRANCH NAME / CODE: _____
ACCOUNT HOLDER: _____
ACCOUNT NUMBER: _____

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation (C.C.) on whose behalf the RFQ is submitted.

- (i) Registration number of company / C.C.
- (ii) Registered name of company / C.C.
- (iii) Full name(s) of director/member(s) Address/Addresses ID Number/s

Full name(s) of director/member(s)	Address/Addresses	ID Number/s
.....
.....
.....
.....
.....

REGISTRATION CERTIFICATE

Respondents must submit a certified copy of their company's Registration Certificate with their Quotation.

NAME AND ADDRESS OF ACCREDITED AGENT

Provide hereunder, if applicable, details of the accredited agent in the Republic of South Africa appointed as local representative by foreign Respondents and whose address shall be regarded as the Respondent's domicilium citandi et executandi in terms of the Standard Terms and Conditions of Contract, US7 – Services.

--

Name
Address

CONFIDENTIALITY

All information related to a subsequent contract, both during and after completion, is to be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to Transnet's business, written approval to divulge such information will have to be obtained from Transnet.

DISCLOSURE OF PRICES TENDERED

Respondents must indicate here **whether Transnet may disclose** their tendered prices and conditions to other Respondents:

YES	
-----	--

NO	
----	--

DECLARATION

Respondents to declare hereunder whether any family and/or direct relationship exists between any of the owners / members / directors / partners / shareholders (unlisted companies) of the responding company and any employee or board member of the Transnet Group:

YES	
-----	--

NO	
----	--

If YES, please indicate below:

FULL NAME OF OWNER/MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER

ADDRESS

Indicate nature of relationship (if any):

(Failure to furnish complete and accurate information in this regard may lead to the disqualification of a response and may preclude a Respondent from future business with Transnet)

RETURNABLE DOCUMENTS

Respondents are required to submit the following returnable documents with their responses (see tick):

Notice to Bidders – Section 1	√
Background overview – Section 2	√
Quotation Form – Section 3	√
Resolution of Board of Directors (Respondent’s Representative) – Section 4	√
Certificate of Acquaintance with RFQ Documents – Section 5	√
General Tender Conditions, Form CSS5 – Section 6	√
Conditions of Contract, Form US7 – Section 7	√
Valid Tax Clearance Certificate	√
VAT Registration Certificate	√
BBBEE Accreditation Certificate	√
Non-Disclosure Agreement – Section 8	√
Supplier Code of Conduct – Section 9	√
Supplier Declaration Form – Section 10	√

NOTE: Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and Annexure A, as indicated in the footer of each page, must be signed and dated by the Respondent. By signing the RFQ documents, the Respondent is deemed to acknowledge that he / she has made himself / herself thoroughly familiar with all the conditions governing this RFQ, including those contained in any printed form stated to form part hereof and Transnet Limited will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or otherwise.

SIGNED at _____ on this _____ day of _____ 2010.

SIGNATURE OF WITNESSES:

ADDRESS OF WITNESSES:

<p>1 _____</p> <p>2 _____</p>	<p>1 _____</p> <p>2 _____</p>
-------------------------------	-------------------------------

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE:

NAME

DESIGNATION

SECTION 4

RFQ NUMBER – CRAC- JHB 6863

CLEANING OF RAILWAY LEVEL CROSSING ALONG THE RAIL RESERVE FOR A PERIOD OF 2 YEARS

SIGNING POWER : RESOLUTION OF BOARD OF DIRECTORS

NAME OF COMPANY: _____

It was resolved at a meeting of the Board of Directors held on _____ that

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

in his/her capacity as indicated above is/are hereby authorised to enter into, sign, execute and complete any documents relating to Tenders, Quotations and/or Contracts for the supply of Services.

FULL NAME _____
SIGNATURE CHAIRMAN

FULL NAME _____
SIGNATURE SECRETARY

SECTION 5

RFQ NUMBER – CRAC- JHB 6863

CLEANING OF RAILWAY LEVEL CROSSING ALONG THE RAIL RESERVE FOR A PERIOD OF 2 YEARS

CERTIFICATE OF ACQUAINTANCE WITH RFQ DOCUMENTS

NAME OF COMPANY: _____

I/We _____ do

hereby certify that I/we acquainted myself/ourselves with all the documentation comprising this RFQ and all conditions contained therein, as laid down by Transnet Limited for the carrying out of the proposed supply/service/works for which I/we submitted my/our response.

I/We furthermore agree that Transnet Limited shall recognise no claim from me/us for relief based on an allegation that I/we overlooked any RFQ/contract condition or failed to take it into account for the purpose of calculating my/our offered prices or otherwise.

SIGNED at _____ on this _____ day of _____ 2010

WITNESS : _____

SIGNATURE OF RESPONDENT

SECTION 6

RFQ NUMBER – CRAC- JHB 6863

CLEANING OF RAILWAY LEVEL CROSSING ALONG THE RAIL RESERVE FOR A PERIOD OF 2 YEARS

CERTIFICATE OF ATTENDANCE OF SITE INSPECTION

It is hereby certified that -

- 1.
- 2.

Representative(s) of
(name of company)

attended the site meeting / briefing session in respect of the proposed Services to be rendered in terms of this RFQ on2010.

.....
TRANSNET'S REPRESENTATIVE

.....
RESPONDENT'S REPRESENTATIVE

DATE.....

DATE.....

SECTION 7

RFQ NUMBER – CRAC- JHB 6863

CLEANING OF RAILWAY LEVEL CROSSING ALONG THE RAIL RESERVE FOR A PERIOD OF 2 YEARS

GENERAL TENDER CONDITIONS - SERVICES

Refer Form CSS5 attached hereto

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SECTION 8

RFQ NUMBER – CRAC- JHB 6863

CLEANING OF RAILWAY LEVEL CROSSING ALONG THE RAIL RESERVE FOR A PERIOD OF 2 YEARS

STANDARD TERMS AND CONDITIONS OF CONTRACT

FOR THE SUPPLY OF SERVICES TO TRANSNET

Refer Form US7 attached hereto.

Respondents should note the obligations as set out in
Clause 24 of the General Tender Conditions (Section 7) which reads as follows:

“The Supplier shall adhere to the Standard Terms and Conditions of Contract as set out in Form US7 – Services, a copy of which is attached hereto.

Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer an alternative. Please note that any alternative offered shall be compared with acceptance of the Form US7 conditions or alternatives offered by other Respondents, except penalties for late deliveries, the exclusion of which may disqualify the RFQ, save where indicated otherwise by Transnet.”

SECTION 9

RFQ NUMBER – CRAC- JHB 6863

CLEANING OF RAILWAY LEVEL CROSSING ALONG THE RAIL RESERVE FOR A PERIOD OF 2 YEARS

NON-DISCLOSURE AGREEMENT (“NDA”)

Complete and sign NDA attached hereto

“PREVIEW COPY ONLY”

SECTION 10

RFQ NUMBER – CRAC- JHB 6863

CLEANING OF RAILWAY LEVEL CROSSING ALONG THE RAIL RESERVE FOR A PERIOD OF 2 YEARS

SUPPLIER CODE OF CONDUCT

“PREVIEW COPY ONLY”

SECTION 11

RFQ NUMBER – CRAC- JHB 6863

CLEANING OF RAILWAY LEVEL CROSSING ALONG THE RAIL RESERVE FOR A PERIOD OF 2 YEARS

SUPPLIER DECLARATION FORM

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